Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number: /

Filing at a Glance

Company: ReliaStar Life Insurance Company

Product Name: 162191-12 SERFF Tr Num: INGD-128133744 State: Arkansas

TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num:

variable Closed

Sub-TOI: A02G.002 Flexible Premium Co Tr Num: 162191-12 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Michele Michaud, Nancy Disposition Date: 04/23/2012

Pare, Patricia Smith, Marylou Tripp,

Melissa Cheyney

Date Submitted: 03/29/2012 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: The submitted

forms are being filed concurrently in Minnesota,

our state of domicile.

Deemer Date:

Submitted By: Marylou Tripp

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 04/23/2012

State Status Changed: 04/23/2012

Created By: Nancy Pare

Corresponding Filing Tracking Number:

Filing Description:

RE: ReliaStar Life Insurance Company NAIC #229-67105, FEIN # 41-0451140

Form Number: 162191-12 - Group Fixed Deferred Annuity Contract

Form Number: 162192-12 - Certificate of Coverage for Group Fixed Deferred Annuity Contract

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

The above captioned forms are submitted on behalf of ReliaStar Life Insurance Company (RLIC) for the Department's review and approval. The forms are new and are not intended to replace any other forms currently filed with your Department. They do not contain any unusual or possibly controversial items from normal company or industry standards.

The contract will be sold primarily through licensed agents who are appointed with ReliaStar Life Insurance Company.

Contract Form Number 162191-12 is a group fixed deferred annuity contract designed to be used in the Internal Revenue Code Section 457 market. The contract was designed as a flexible purchase payment annuity offering only fixed accumulation and fixed annuitization provisions. Certificate Form Number 162192-12 will be issued to Participants for the purpose of evidencing that an account has been established in the Participant's name under the contract.

Please find attached to the Supporting Documentation tab the Statements of Variability for the contract and certificate outlining the parameters of the bracketed items.

Additionally, we would like to request that group annuity application form 15124 (11/08) previously approved by your Department on 01/12/09 be used for this contract. The application may be completed and submitted to the Company in either a paper or an electronic format.

The contract and certificate are submitted in final printed form, subject to only minor modification in paper stock, ink, border, company logo, typographical errors, adaptation to computer printing and the possible inclusion of a barcode.

If you have any questions or require any additional information, please do not hesitate to contact me at (860) 580-2829, toll free at (800) 654-8065 or by email at nancy.pare@us.ing.com.

Thank you for your consideration.

State Narrative:

Company and Contact

Filing Contact Information

Nancy Pare, Contract Consultant

One Orange Way

Windsor, CT 06095

Nancy.Pare@us.ing.com
860-580-2829 [Phone]
860-580-4842 [FAX]

Filing Company Information

ReliaStar Life Insurance Company CoCode: 67105 State of Domicile: Minnesota

20 Washington Avenue South Group Code: 229 Company Type:
Minneapolis, MN 55401 Group Name: State ID Number:

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

(860) 654-8065 ext. [Phone] FEIN Number: 41-0451140

Filing Fees

Fee Required? Yes

Fee Amount: \$125.00 Retaliatory? Yes

Fee Explanation: Retaliatory Fee = \$125.00 per filing.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

ReliaStar Life Insurance Company \$125.00 03/29/2012 57562700

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved- Linda Bird 04/23/2012 04/23/2012

Closed

Objection Letters and Response Letters

Objection Letters Response Letters Status Responded By Date Submitted Created By Created On Date Submitted **Created On** Pending Linda Bird 04/03/2012 04/03/2012 Patricia Smith 04/20/2012 04/20/2012 Industry Response

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number: /

Disposition

Disposition Date: 04/23/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		No
Supporting Document	Flesch Certification Replaced		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo No		No
Supporting Document	Consumer Notice		Yes
Supporting Document	19s10 Certification		Yes
Form	Group Fixed Deferred Annuity Contract		Yes
Form	Certificate of Coverage for Group Fixed		Yes
	Deferred Annuity Contract		

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/03/2012
Submitted Date 04/03/2012
Respond By Date 05/03/2012

Dear Nancy Pare,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Group Certificates will require a Flesch Certification in compliance with Ark. Code Ann. 23-80-206

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number: /

Response Letter

Response Letter Status Submitted to State

Response Letter Date 04/20/2012 Submitted Date 04/20/2012

Dear Linda Bird,

Comments:

Hi Linda, thank you for your review of our filing. I have responded below to your comments.

Response 1

Comments: I have included herewith our Certification of Compliance with 19s10, a Flesch Score Certification that combines the Contract and Certificate as the contract will accompany the issuance of the Certificate to the Participant and the Consumer Notice that will accompany the issuance of the Contract.

Related Objection 1

Comment:

Group Certificates will require a Flesch Certification in compliance with Ark. Code Ann. 23-80-206

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment: Contract and Certificate were Flesched together.

Satisfied -Name: Consumer Notice

Comment:

Satisfied -Name: 19s10 Certification

Comment:

No Form Schedule items changed.

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

No Rate/Rule Schedule items changed.

Thank you for your continued consideration of our filing. It is greatly appreciated. Pat

Sincerely,

Marylou Tripp, Melissa Cheyney, Michele Michaud, Nancy Pare, Patricia Smith

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number: /

Form Schedule

Lead Form Number: 162190-12

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	162191-12	•	t Group Fixed Deferred Annuity Contract	Initial		0.000	162191- 12.pdf
	162192-12	Certificate	Certificate of Coverage for Group Fixed Deferred Annuity Contract	Initial		0.000	162192- 12.pdf

RELIASTAR LIFE INSURANCE COMPANY

A Stock Company Home Office 20 Washington Avenue South Minneapolis, Minnesota 55401

RIGHT TO EXAMINE AND CANCEL CONTRACT

The Group Contract Holder may cancel this contract by giving written notice of cancellation to ReliaStar Life Insurance Company, PO Box 5050, Minot, ND, 58702-5050 (Service Center), or to the agent from whom the Group Contract Holder bought the contract and by returning the contract before midnight of the thirtieth (30th) day after the date the Group Contract Holder receives the contract. The cancellation will be effective as of the Issue Date of the contract. We will refund the full amount of any Purchase Payments we received under this contract to the Group Contract Holder.

NOTICE

This contract is a legal contract between the Group Contract Holder and ReliaStar Life Insurance Company. READ THIS CONTRACT CAREFULLY.

This is a group contract under which we maintain individual accounts for each Annuitant. We issue Certificates to reflect each Annuitant's account under this contract. This contract funds a Deferred Compensation Plan established under Section 457 of the Internal Revenue Code of 1986, as amended. All rights and benefits hereunder remain the rights and property of the Group Contract Holder shown on the Contract Data Page.

If the Annuitant dies while his or her Certificate is in effect, we will pay the Death Benefit when we receive written notice of death.

We issue this contract in consideration of the attached application(s) and the payment of Purchase Payments according to the terms of this contract.

The provisions on the following pages are a part of this contract, which is issued at Minneapolis, Minnesota.

President Secretary

APPROVED

GROUP FIXED DEFERRED ANNUITY CONTRACT
Nonparticipating
FLEXIBLE PURCHASE PAYMENTS
ANNUITY PAYABLE AT START DATE

	Page
The Plan	3
Definitions	3
The Contract	5
Purchase Payments	6
Withdrawals	7
Annuity Benefits	10
General Provisions	16
Payments at Death	17
Restrictions on Distributions	18
Amendment and Disclaimer	18
Termination	18

RELIASTAR LIFE INSURANCE COMPANY

CONTRACT DATA PAGE

GROUP FIXED DEFERRED ANNUITY CONTRACT

Group Contract Holder: {ABC Group Plan}
Issue Date: {06/01/2012}
Contract No.: {123456}
Guaranteed Minimum Interest Rate: [1.00% - 3.00%] (annual effective yield)

162191-12 2A

Plan Information. This contract funds a Deferred Compensation Plan ("Plan") established by the Group Contract Holder under Code Section 457.

The Annuitant performs or has performed services for the Group Contract Holder as an employee or independent contractor.

Any terms or provisions not defined or explained in this contract which govern the interpretation or administration of the Plan shall be as provided in the Plan. We are not a party to the Plan and are not liable to provide benefits under the Plan.

Section 2 - Definitions

Annuitant. Any person who performs or has performed services for the Group Contract Holder and who participates under this contract pursuant to the Plan. The Annuitant is the person whose life determines the Annuity Payouts payable under a Certificate at the Start Date.

Annuity Payout. A series of periodic payments to the Annuitant which do not vary in amount and are guaranteed as to principal and interest.

Annuity Payout Date. Unless we agree otherwise, the first business day of any calendar month in which an Annuity Payout is made under the contract.

Beneficiary. The Group Contract Holder is the sole Beneficiary under the contract and Certificates. The Annuitant may designate a beneficiary under the Plan.

Certificate. The Certificate of Coverage issued to the Annuitant. We issue Certificates to reflect each Annuitant's account under this contract.

Certificate Issue Date. The date a Certificate is issued to an Annuitant under this contract. The Certificate Issue Date is shown on the Annuitant's Certificate of Coverage.

Certificate Value. The total of the Purchase Payments paid on behalf of an Annuitant who holds a Certificate under this contract plus interest credited, but less any previous withdrawals, amounts used to provide Annuity Payouts and any applicable taxes.

Certificate Year. Each twelve (12) month period starting with the Certificate Issue Date. A Certificate Year begins on the same day and month as the Certificate Issue Date each year that the Certificate remains in force.

Code. The Internal Revenue Code of 1986 ("Code"), as amended.

Intermediate Care Facility. A facility which:

- 1. Is primarily engaged in providing, in addition to room and board, basic care under the supervision of a Physician;
- Provides continuous basic care including physical, emotional, social and other restorative services twenty four (24) hours a day by or under the supervision of a Registered Nurse, or a Licensed Practical Nurse; and
- Maintains a daily medical record of each patient.

Licensed Hospital. A Licensed Hospital means the following:

- 1. Is licensed as a hospital by the state in which it is located;
- 2. Is supervised by a staff of licensed Physicians; and
- 3. Operates primarily for the care and treatment of sick and injured inpatients for a charge

Licensed Practical Nurse. A state licensed practical or vocational nurse (L.P.N.).

Long Term Care Facility. A Long Term Care Facility means any of the following:

- A Skilled Nursing Facility;
- An Intermediate Care Facility; or
- A Residential Care Facility.

A Long Term Care Facility does not mean any of the following:

- 1. An institution that primarily treats drug addiction or alcoholism;
- A home for the aged or mentally ill;
- 3. A community living center; or
- 4. An institution that provides residency or retirement care.

Physician. An individual who is licensed to practice medicine and treat illness or injury in the state which the treatment is received and who is acting within the scope of that license.

Purchase Payments. Amounts paid to us on behalf of an Annuitant. These include periodic, single lump sum and transfer payments, less applicable premium taxes, if any, as required by law.

Refund Value. The total of all Purchase Payments received on behalf of an Annuitant less any amounts received under a partial withdrawal and less any amounts used to purchase Annuity Payouts. The Refund Value will not include interest or amounts previously withheld to pay taxes.

Registered Nurse. A state licensed registered graduate professional nurse (R.N.).

ReliaStar Life Insurance Company. Wherever "we," "us," "our," and "the Company" is used in this contract, it means ReliaStar Life Insurance Company.

Residential Care Facility. A facility which:

- Provides care primarily to meet the basic personal needs (such as feeding or personal hygiene) under the supervision of a Registered Nurse, a Licensed Practical Nurse, or a Licensed Vocational Nurse; and
- 2. Can provide such care to three (3) or more persons.

Skilled Nursing Facility. A facility which:

- 1. Is primarily engaged in providing, in addition to room and board, professional services under the supervision of a Physician;
- Provides continuous skilled nursing service twenty four (24) hours a day by or under the supervision of a Registered Nurse; and
- 3. Maintains a daily medical record of each patient.

Start Date. Pursuant to the Plan document, the date on which the entire Certificate Value maintained on behalf of an Annuitant is used to purchase an Annuity Payout. The Start Date for each Annuitant must comply with the Code and applicable regulations.

written, in writing. A written request or notice signed, dated, and received at an address designated by us in a form we accept. You may ask us for the forms.

you, your. The Group Contract Holder shown in the application.

Section 3 - The Contract

A. The Contract

The entire contract includes this contract, the Contract Data Page(s), the application(s), and any attached endorsements. All statements made by or on behalf of anyone covered by this contract are representations and not warranties. Only material misstatements found in the attached application(s) may be used to cancel this contract or as our defense if we refuse to pay a claim.

The Group Contract Holder (you) controls the contract. All rights in this contract rest with the Group Contract Holder, who is entitled to all amounts held under this contract. The Group Contract Holder shall be the sole representative to us under this contract. We will deal only with the Group Contract Holder except as otherwise specified in the contract or agreed to by us, and we shall be entitled to rely upon any action taken or omitted by the Group Contract Holder pursuant to the terms of the contract.

We may rely on your written directives and shall not be liable for any failure to question or challenge such directives regarding Annuity Payouts or the payment of cash distributions.

If this contract is used in connection with a Code Section 457 plan that satisfies the requirements of Code Section 457(e)(1)(A) (i.e., a governmental 457 plan), the Group Contract Holder agrees that all amounts maintained under this contract, and any amounts withdrawn or paid from this contract, will be utilized for the exclusive benefit of Annuitants and their Beneficiaries.

If this contract is used in connection with deferred compensation plans sponsored by tax-exempt organizations under Code Section 457(b), participation in the contract is limited to only a select group of management or highly compensated employees of the Group Contract Holder. It is the Group Contract Holder's responsibility to determine an individual's eligibility to participate in this contract. We are not responsible for making this determination.

This contract may be used in connection with deferred compensation plans under Code Section 457(b) that are sponsored by tax-exempt, nonqualified church-controlled organizations exempt from Title I of the Employee Retirement Income Security Act of 1974 (ERISA), and which are not churches, as defined in Code Section 3121(w)(3)(a), as amended, or qualified church-controlled organizations, as defined in Code Section 3121(w)(3)(b), as amended. If the contract is used in connection with such plans, it is the Group Contract Holder's responsibility to determine the plan's and sponsoring organization's status under ERISA and the Code. We are not responsible for making these determinations.

B. Modification of Contract

Only our President or Secretary may change this contract on our behalf. No agent or any other person may change this contract. Any change must be in writing.

Except as noted below, this contract may be changed at any time by written mutual agreement between the Group Contract Holder and us. For changes we initiate requiring Group Contract Holder consent, we notify the Group Contract Holder sixty (60) calendar days in advance of the change and consider that the Group Contract Holder has agreed to the change unless we receive written notice that the Group Contract Holder does not agree to the change at least thirty (30) calendar days before the date the change becomes effective.

If we propose a change requiring Group Contract Holder consent and the Group Contract Holder does not agree to the change, we have the right not to establish new Annuitant accounts and to stop accepting Purchase Payments to existing Annuitant accounts.

We have the right to change the following without Group Contract Holder consent:

1. Systematic Withdrawals (see Section 5)

We may change systematic withdrawal options by notifying the Group Contract Holder in writing at least thirty (30) calendar days before the date the change becomes effective. If we do this, the change will not take effect until at least twelve (12) months after any previous change. Any change will not apply to Annuitants or Beneficiaries on whose behalf payments are being received under an option before the date the change becomes effective.

2. Annuity Options (see Section 6)

We may change Annuity options by notifying the Group Contract Holder in writing at least thirty (30) days before the date the change becomes effective. If we do this, the change will not take effect until at least twelve (12) months after the Issue Date of the contract, or until at least twelve (12) months after any previous change. Any change will not apply to Annuitants or Beneficiaries on whose behalf Annuity Payouts are being received before the date the change becomes effective.

3. Mortality Table (see Section 6)

We may change the mortality table by notifying the Group Contract Holder in writing at least thirty (30) calendar days before the date the change becomes effective. If we do this, the new table will not apply to accounts established for Annuitants before the date the change becomes effective.

A unilateral change will not apply to an account established for an Annuitant before the date the change becomes effective, but will apply to an account established for an Annuitant on or after the date the change becomes effective. If we make a unilateral change, the Group Contract Holder or Annuitants, as applicable, are permitted to terminate participation in the contract before the date the change becomes effective under the terms of the contract in effect prior to the date the change becomes effective.

In addition, we may change this contract as required to comply with state and federal law without Group Contract Holder consent by notifying the Group Contract Holder at least thirty (30) calendar days before the date the change becomes effective.

Section 4 - Purchase Payments

A. General

Purchase Payments may only be made in the form of cash or a cash equivalent and are payable at the Service Center. We maintain individual accounts for each Annuitant under this contract.

Purchase Payments may be made at any time before the Start Date while the Annuitant's Certificate is in force. Within Internal Revenue Service ("IRS") limitations, the amount and frequency of Purchase Payments may vary, but they must be at least \$50 unless we waive this minimum on a nondiscriminatory basis. We may choose not to accept an additional Purchase Payment, on a nondiscriminatory basis, if the additional Purchase Payment causes the total of all Purchase Payments received for a Certificate to exceed \$500,000.

After the first five (5) Certificate Years, on a nondiscriminatory basis, we have the right to refuse any additional Purchase Payments in excess of \$5,000.

After the first five (5) Certificate Years, we have the right to refuse Purchase Payments that are transfer payments from another IRC Section 457 Plan. However, we reserve the right to waive these rules on a nondiscriminatory basis.

B. Rollover Contributions

If this contract is issued in connection with a Code Section 457 plan that satisfies the requirements of Code Section 457(e)(1)(A) (i.e., a governmental 457 plan), then to the extent provided by the plan and as we may allow on a nondiscriminatory basis, this contract shall accept contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B). A separate accounting shall be maintained for amounts so contributed including a separate account for the portion of such contribution that is subject to Code Section 72(t).

C. Premium Taxes

Some states impose a premium tax that may affect the Certificate Value. If premium taxes apply, we reserve the right to deduct those taxes from Purchase Payments upon receipt or from the Certificate Value at a later date.

D. Interest Crediting

We will credit interest to the Certificate Value beginning on the date we receive Purchase Payment(s) made on behalf of an Annuitant until withdrawn. Interest will be credited and compounded daily to the Certificate Value using the daily equivalents of effective yearly interest rates. This refers to the yield that results after interest has compounded daily for a full year.

We guarantee an effective yearly interest rate called the Guaranteed Minimum Interest Rate, which is shown on the Contract Data Page. We may credit interest in excess of the Guaranteed Minimum Interest Rate. Any interest rate in excess of the Guaranteed Minimum Interest Rate will be declared at the beginning of the period for which it is payable.

In setting interest rates, we consider many factors, including, but not limited to: investment yield rates, taxes, contract persistency, and other experience factors. There may be more than one interest rate in effect at any time under this contract.

E. Failure to Make Purchase Payments

If Purchase Payments made on behalf of an Annuitant stop, the Certificate will stay in force and continue to earn interest in accordance with the terms of this contract until it is terminated in accordance with Section 11.

F. Refund of Purchase Payments

Before the Start Date, you may send us a written request on behalf of an Annuitant for the Refund Value. As described in Section 5D, if the full Withdrawal Value is greater than the Refund Value, we will pay the full Withdrawal Value.

Section 5 - Withdrawals

A. General

You may request a full or partial withdrawal of an Annuitant's Certificate Value by sending us a written request. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Certificate Value on the date the withdrawal is taken. Withdrawals may be subject to a Withdrawal Charge as described below.

By law, we have the right to defer payment of withdrawals for up to six (6) months from the date we receive your request after making written request and receiving written approval of the Insurance Commissioner.

B. Order of Withdrawal

Withdrawals will be taken from Purchase Payments and their associated interest on a last-in, first-out basis (i.e., the most recent Purchase Payment and associated interest on that Purchase Payment will be the first to be withdrawn from the Certificate Value, followed by the next most recent Purchase Payment and associated interest, and so on).

Withdrawal Charges are assessed based on the age of the Purchase Payments used to satisfy the withdrawal and are not applicable to interest earned on the Purchase Payments. Solely for the purpose of calculating Withdrawal Charges, withdrawals will be deemed to be taken from the Certificate Value first from Purchase Payments on a first-in, first-out basis (i.e., from the earliest Purchase Payment first, followed by the next Purchase Payment, and so on), then from interest credited to the Certificate Value.

C. Withdrawal Charge

We treat each Purchase Payment separately to determine if a Withdrawal Charge will be applied when any portion of the Certificate Value is withdrawn. For amounts withdrawn that are subject to a Withdrawal Charge, we calculate the Withdrawal Charge as follows:

Withdrawal Charge =
Purchase Payment(s) Withdrawn Subject to Withdrawal Charge
X
5%

The Withdrawal Charge Percentage, as shown in the table below, equals five percent (5%) of any portion of a Purchase Payment being withdrawn that has been in an Annuitant's account less than five (5) years from the date of withdrawal. No Withdrawal Charge will be applied after the tenth (10th) Certificate Year.

Certificate Year(s)	Purchase Payment(s) received less than five (5) years from the date of withdrawal	Purchase Payments received five (5) years or more from the date of withdrawal
1 -10	5%	0%
11+	0%	0%

Depending on the frequency and amount of Purchase Payments received for a Certificate, on a nondiscriminatory basis we may reduce the Withdrawal Charge upon withdrawal of the entire Certificate Value to comply with nonforfeiture laws in effect on the Issue Date for the state in which this contract was delivered.

In computing withdrawals, the Withdrawal Charge, if any, will be deemed a part of the withdrawal, but will not be received by you.

We will not apply the Withdrawal Charge to any portion of the Certificate Value used to purchase an Annuity Payout.

D. Full Withdrawal

If you request a withdrawal of the entire Certificate Value maintained on behalf of the Annuitant, we will pay the greater of the Refund Value or the full Withdrawal Value applicable to that Certificate. For a full withdrawal of the Certificate Value, we calculate the Withdrawal Value as follows:

Withdrawal Value = Certificate Value minus Withdrawal Charge

If we pay the entire Certificate Value using the full Withdrawal Value, the Withdrawal Charge will be calculated for all Purchase Payments subject to a Withdrawal Charge on the date of the withdrawal. Some or all of the amount withdrawn may be eligible for a waiver of the Withdrawal Charge as described in this contract.

We will pay the Withdrawal Value to you in a lump sum, less any applicable taxes.

Withdrawal of the entire Certificate Value will result in termination of the Certificate in accordance with Section 11, and we have no further obligation.

E. Partial Withdrawal

You may withdraw a portion of the Certificate Value maintained on behalf of the Annuitant. For a partial withdrawal, we calculate the Withdrawal Value as follows:

Withdrawal Value = Certificate Value Withdrawn minus Withdrawal Charge

Some or all of the amount withdrawn may be eligible for a waiver of the Withdrawal Charge as described in this contract.

No more than four (4) partial withdrawals of the Certificate Value maintained on behalf of an Annuitant are allowed in any twelve (12) month period, unless you take a form of systematic withdrawal on behalf of the Annuitant as described below in Systematic Withdrawals. Unless we agree, on a nondiscriminatory basis, to waive this provision, each partial withdrawal must be at least \$300, including those under the Waiver of Withdrawal Charge for Extended Confinement provision, the Waiver of Withdrawal Charge for Minimum Distribution Requirements provision and the Waiver of Withdrawal Charge upon Separation from Service provision, or \$100 for systematic withdrawals. Following a partial withdrawal, the remaining Certificate Value must be at least \$1,000.

Any applicable Withdrawal Charges and taxes will not be included in the amount payable.

F. Systematic Withdrawals

You may request in writing that partial withdrawals on behalf of the Annuitant be made on a monthly, quarterly, semi-annual or annual basis. Each of these withdrawals is subject to the same minimum and maximum payment amounts described under Section 5E.

Any request to terminate systematic withdrawal payments must be made in writing.

G. Waiver of Withdrawal Charge for Partial Free Withdrawal

During any twelve (12) month period, you may withdraw a portion of the Certificate Value on behalf of the Annuitant without a Withdrawal Charge. We refer to this benefit as a Partial Free Withdrawal. Each twelve (12) month period begins with the first withdrawal of that period. For each twelve (12) month period, the amount available for a Partial Free Withdrawal is the greater of:

- 1. Ten percent (10%) of the Certificate Value; or
- 2. The remaining Purchase Payments no longer subject to a Withdrawal Charge.

If your first partial withdrawal on behalf of an Annuitant exceeds the Partial Free Withdrawal Amount, the excess is subject to the Withdrawal Charge described in Section 5C. If your first partial withdrawal on behalf of an Annuitant is less than the Partial Free Withdrawal Amount, the remaining portion may be applied against no more than three (3) additional withdrawals on behalf of that Annuitant during the twelve (12) month period. The maximum amount available for withdrawal remains subject to the limitations described in Section 5E.

H. Waiver of Withdrawal Charge for Extended Confinement

We will waive the Withdrawal Charge if you request a withdrawal on behalf of an Annuitant who has been confined to a Licensed Hospital or qualified Long Term Care Facility after the Certificate Issue Date and for a period of sixty (60) consecutive days prior to your request. Satisfactory proof of the Annuitant's confinement period will be required. To qualify, the Long Term Care Facility must:

- 1. be licensed by an appropriate licensing agency to provide nursing care;
- 2. provide 24-hour-a-day nursing services;
- 3. have a doctor available for emergency situations;
- 4. have a nurse on duty or on call at all times;
- 5. maintain clinical records; and
- 6. have appropriate methods for administering drugs.

I. Waiver of Withdrawal Charge for Minimum Distribution Requirements

Withdrawal Charges will be waived on the annual withdrawal in any Certificate Year made to comply with minimum distribution requirements of Code Section 401(a)(9) as amended, and any applicable regulations thereunder.

This waiver applies only to withdrawals needed for the Annuitant's account to meet the minimum distribution requirements.

J. Waiver of Withdrawal Charge upon Separation from Service

After the fifth (5th) Certificate Year, we will waive the Withdrawal Charge on any full or partial withdrawal taken on behalf of an Annuitant who has separated from service after attaining age fifty-five (55).

K. Deduction of Third Party Administrator (TPA) Fees

Upon your written direction, and upon your confirmation that such deduction is permitted under the terms of your Plan, we will deduct from the Certificate Value amounts you specify to pay costs associated with a third party administrator engaged by you to administer the Plan in accordance with its terms, the Code and applicable regulations. We will deduct such amounts at the frequency specified by you, provided such frequency is agreed to by us. We will not retain any such amounts deducted but will pay them to the third party administrator as directed by you. Such deductions will not be subject to Withdrawal Charges.

If you do not direct such deductions, we may in our discretion elect to pay all or a part of third party administrator expenses of your Plan in accordance with Section 7K of the contract (Plan Administration Subsidy).

L. Transfer to Another Plan

The Group Contract Holder (on behalf of the Annuitant if applicable), may transfer the amount withdrawn to another Code Section 457 plan, subject to the rules of the plan and applicable regulations. Such transfers will be subject to any applicable Withdrawal Charges.

M. Rollovers

The Group Contract Holder, on behalf of an Annuitant in a plan maintained by a governmental entity, may request rollover of such amount that qualifies as an eligible rollover distribution in accordance with Code Section 402(c)(4) and applicable regulations to an eligible retirement plan as described in Code Section 408(c)(8)(B). Such rollovers will be subject to any applicable Withdrawal Charges. For a plan maintained by a tax-exempt entity, a rollover of withdrawal is not allowed.

N. Federal Taxes

Some or all of the withdrawal may be income on which an Annuitant for whom you requested the withdrawal must pay tax. We must report such income according to the tax laws. We may also be required to withhold taxes from amounts otherwise payable. In addition, under certain circumstances there may be tax penalties if you make a withdrawal on behalf of an Annuitant who has not attained age 59 1/2.

Section 6 - Annuity Benefits

A. Application of Certificate Value

Upon receipt of your written request on behalf of an Annuitant for an Annuity Payout, we apply all or a portion of the Certificate Value maintained on the Annuitant's behalf to provide an Annuity Payout. If the amount to be annuitized on the date the Annuity Payout is scheduled to begin is less than \$2,000, we may pay the Withdrawal Value of the amount to be annuitized in a lump sum. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Certificate Value on any Annuity Payout Date, as required by law.

B. Annuity Payout Options

Distributions of an Annuitant's account must be made in accordance with the required minimum distribution rules of Code Sections 401(a)(9) and 457(d)(2) and may be taken in the form of an Annuity Payout Option as directed by you on behalf of an Annuitant, or by any other required minimum distribution method permitted by the contract and the Plan.

You may select an Annuity Payout on the Annuitant's behalf by sending us a written request. This request must be received by us at least thirty (30) days before the Annuity Payout is scheduled to begin. If the Annuitant has not selected a required minimum distribution payment method at least thirty (30) days before the Annuitant attains age eighty-five (85), we will provide an Annuity Payout Option of life with ten (10) years period certain at age eighty-five (85), unless we are notified otherwise in writing.

The following options are available for Annuity Payouts:

Annuity Payout Option 1.

Installments for Life with or without a Fixed Period Certain.

We will pay the proceeds in equal installments for as long as the Annuitant lives. If a 120-month Fixed Period Certain is chosen, we guarantee to make payments for at least 120 months. If the Annuitant dies before the end of the 120-month Fixed Period Certain, we will pay the remaining guaranteed payments to the person selected by the Annuitant to receive such payments.

For each \$1,000 of Certificate Value applied, the Annuity Payout Option 1 Table in this Section 6 shows the guaranteed minimum rate for each installment under an Annuity Payout. The rate depends upon:

- 1. Whether the 120-month Fixed Period Certain is chosen; and
- 2. The Annuitant's adjusted age on his/her birthday nearest the date the first installment is due.

Annuity Payout Option 2.

Joint and Survivor Annuity Payout.

We will pay the proceeds in equal installments for as long as either the Annuitant or the joint Annuitant is alive.

For each \$1,000 of Certificate Value applied, the Annuity Payout Option 2 Table in this Section 6 shows the guaranteed minimum rate for each installment at various adjusted ages under an Annuity Payout.

Annuity Payout Option 3.

We will pay the proceeds in equal installments over a minimum length of time of five (5) years. The maximum length of time that we will pay equal installments is thirty (30) years, but may not be longer than the life expectancy of the Annuitant. Annuity Payout Option 3 Table is shown in this Section 6.

Annuity Payout Option 4.

We will pay the proceeds under any other Annuity Payouts that we may offer. Contact us for details.

C. Change of Annuity Payout Date

Unless we agree otherwise, the first Annuity Payout Date must be at least sixty (60) days after the Certificate Issue Date and is the first business day of the first calendar month in which an Annuity Payout will be made. You may, on behalf of an Annuitant, change the date an Annuity Payout is scheduled to begin, including the Start Date, by giving us at least thirty (30) days written notice.

D. Frequency and Amount of Payments

Annuity Payouts will be made monthly unless we agree to a different payment schedule. We reserve the right to change the frequency of the annuity payments so that each payment will be at least \$20.

E. Annuity Payouts

The dollar amount of all payments is fixed during the entire period of annuity payments according to the provisions of the Annuity Payout Option selected.

Guaranteed minimum Annuity Payout Option 1 and 2 rates for Annuity Payouts are based upon one percent (1%) yearly interest and unisex rates derived from Annuity 2000 Table. Guaranteed minimum Annuity Payout Option 3 rates for Annuity Payouts are based upon one percent (1%) yearly interest.

To calculate the guaranteed payments for an Annuity Payout, we will use the Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age. The Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age is the person's age as of the birthday closest to the day Annuity Payouts begin, reduced as follows:

- (a) Reduced by one (1) year for payments beginning before January 1, 2014;
- (b) Reduced by two (2) years for payments beginning during the period from January 1, 2014 through December 31, 2023;
- (c) Starting on January 1, 2024, reduced by one (1) additional year for payments beginning in each succeeding ten (10) year period.

Other Annuity Payout rates may be available, but rates will never be less than those shown in the Annuity Payout Option 1, 2 and 3 Tables. We will use the applicable current rates if they provide higher Annuity Payouts. Contact us for details. In setting Annuity Payout rates, we consider many factors, including, but not limited to: investment yield rates; taxes; contract persistency; and other experience factors.

F. Payment of Present Value

Following the death of the Annuitant and any joint Annuitant under an Annuity Payout, we may offer the person entitled to receive any remaining guaranteed payments the present value of the unpaid remaining guaranteed payments if he/she chooses not to continue the Annuity Payout. If the present value is payable, we calculate it this way:

- 1. We determine the number of unpaid remaining guaranteed payments when we receive proof of death.
- 2. We discount the remaining guaranteed payments at the rate specified in the terms of the Annuity Payout.

ANNUITY PAYOUT OPTION 1 TABLE

Installments for Life with or without a Fixed Period Certain Monthly Income for Each \$1,000 of Certificate Value

Payments Guaranteed for a Stated Period of Months

	Fixed Period of Months			
Adjusted Age of Annuitant	None	120		
50	2.84	2.83		
51	2.91	2.89		
52	2.97	2.96		
53	3.05	3.03		
54	3.12	3.10		
55	3.20	3.18		
56	3.28	3.26		
57	3.37	3.34		
58	3.46	3.43		
59	3.56	3.52		
60	3.67	3.62		
61	3.78	3.72		
62	3.90	3.83		
63	4.02	3.95		
64	4.15	4.07		
65	4.30	4.19		
66	4.45	4.33		
67	4.61	4.47		
68	4.79	4.62		
69	4.97	4.77		
70	5.17	4.93		
71	5.39	5.10		
72	5.62	5.27		
73	5.86	5.45		
74	6.13	5.64		
75	6.41	5.83		
76	6.72	6.03		
77	7.05	6.22		
78	7.41	6.42		
79	7.79	6.62		
80	8.21	6.82		
81	8.65	7.01		
82	9.14	7.19		
83	9.66	7.37		
84	10.22	7.54		
85	10.82	7.69		

Rates are based on mortality from Annuity 2000 Table. Rates for adjusted ages and guarantee periods not shown will be provided on request and will be computed on a basis consistent with the rates in the above table.

ANNUITY PAYOUT OPTION 2 TABLE

Joint and Survivor Annuity
Monthly Income for Each \$1,000 of Certificate Value

Adjusted Age of			Joint	Annuitant's	s Adjusted A	Age		
Annuitant	50	55	60	65	70	75	80	85
50	2.46	2.57	2.66	2.72	2.77	2.80	2.82	2.83
55	2.57	2.73	2.87	2.98	3.06	3.12	3.15	3.17
60	2.66	2.87	3.07	3.25	3.40	3.50	3.57	3.61
65	2.72	2.98	3.25	3.52	3.76	3.96	4.10	4.19
70	2.77	3.06	3.40	3.76	4.13	4.46	4.73	4.92
75	2.80	3.12	3.50	3.96	4.46	4.98	5.45	5.82
80	2.82	3.15	3.57	4.10	4.73	5.45	6.20	6.87
85	2.83	3.17	3.61	4.19	4.92	5.82	6.87	7.95

Rates for ages not shown will be provided on request and will be computed on a basis consistent with the rates in the above table.

ANNUITY PAYOUT OPTION 3 TABLE

Guaranteed Minimum Monthly Installments for Each \$1,000 of Certificate Value

No. of Years	Amount of Installments
Payable	Monthly
5	\$17.08
6	14.31
7	12.32
8	10.84
9	9.68
10	8.75
11	8.00
12	7.37
13	6.83
14	6.38
15	5.98
16	5.63
17	5.33
18	5.06
19	4.81
20	4.59
21	4.40
22	4.22
23	4.05
24	3.90
25	3.77
26	3.64
27	3.52
28	3.41
29	3.31
30	3.21

Annual, semi-annual and quarterly installments may be selected and shall be actuarially equivalent.

A. Evidence of Survival and Misstatement of Age

Before we make any payments, we may require proof of the Annuitant's existence and age. If age has been misstated, the Start Date will be adjusted to reflect the true age.

If age has been misstated and payments have begun under an Annuity Payout, we will change the amounts payable to what the Annuitant is entitled to at the true age. If the misstatement caused us to make an overpayment, we will deduct that amount from future payments. If the misstatement caused us to make an underpayment, we will pay that amount immediately. We will neither credit nor charge interest in such situations.

B. Incontestability

This contract has a two (2) year contestable period running from its Issue Date. After this contract has been in force for two (2) years from its Issue Date, we cannot claim that the contract is void unless the contract has been terminated in accordance with Section 11.

Each Certificate issued under this contract has a two (2) year contestable period running from the Certificate Issue Date. After a Certificate has been in force for two (2) years from its Certificate Issue Date, we cannot claim that the Certificate is void unless the Certificate has been terminated in accordance with Section 11.

C. Interest on Death Benefit

Any Death Benefit paid will include interest until the Death Benefit is paid at a rate not less than that required by law.

D. Minimum Benefits

This contract, and any Certificate issued under this contract, is governed by the laws of the state in which the contract is delivered. We guarantee that all annuity values, cash withdrawal values and death proceeds will always be as much as required by the laws of that state.

E. Nonparticipating

The contract does not share in our profits or surplus. No dividends are paid under this contract.

F. Payments and Settlements

All payments and settlements we make are payable from our Home Office. We may require that this contract be returned before payments and settlements are made.

G. Proof of Death

We accept any of the following as proof of death:

- 1. A certified copy of a death certificate;
- 2. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
- 3. Any other proof satisfactory to us.

H. Protection of Proceeds

Payments we make under this contract may not be assigned before they are due and, with respect to Certificates issued in connection with a plan that meets the requirements of Code Section 457(e)(1)(A) (i.e., a governmental 457 plan), are not subject to claims of creditors or legal process, except as permitted by law. With respect to contracts issued in connection with deferred compensation plans sponsored by tax-exempt organizations under Code Section 457(b), or tax-exempt, nonqualified church-controlled organizations exempt from Title I of the ERISA, and which are not churches, as defined in Code Section 3121(w)(3)(a), as amended, or qualified church-controlled organizations, as defined in Code Section 3121(w)(3)(b), as amended, Annuitant accounts are subject to the claims of the Group Contract Holder's general creditors. Annuitant accounts are not subject to the claim of any general creditor of the Annuitant or Beneficiary, except to the extent permitted by law.

I. Tax Withholding

We will withhold taxes from any payment made when required by law or regulation.

J. Yearly Statement

At least once each Certificate Year, we will send the Annuitant a report showing the Certificate Value maintained on behalf of the Annuitant. This report will provide any other information required under applicable law or regulation.

K. Plan Administration Subsidy

We may provide Plan administration services to you. Such services may be offered at no or reduced cost. We may also subsidize all or a portion of your Plan administration expenses by paying certain costs associated with your Plan administration personnel and/or certain costs associated with a third party administrator engaged by you to administer the Plan in accordance with its terms, the Code and the applicable regulations. We shall have no obligation to agree to Plan administration subsidy requests, and unless otherwise agreed to in advance by us and you, we may limit or terminate the subsidy with respect to your Plan at our discretion. Plan administration subsidies will be paid only to the extent requested by you and agreed to by us in writing. We will determine the availability of a Plan administration subsidy on a basis that is not unfairly discriminatory.

Section 8 - Payments at Death

A. General

At the Beneficiary's election, distribution of all or part of the Death Benefit may be deferred to the extent allowed by law or IRS regulation.

B. Death Benefit

Before the Start Date, the Death Benefit will equal the Certificate Value.

The amount of the Death Benefit, if any, on or after the Start Date, is governed by the Annuity Payout in effect on the Annuitant's death.

C. Payment of Death Benefit

Before we pay the Death Benefit, we will require proof of death and a request for a single sum payment or an Annuity Payout. If a single sum payment of the Death Benefit is elected, we will make payment immediately. If an Annuity Payout is requested, it may be any Annuity Payout that could have been selected under Section 6 and which is permitted by Section 9.

A. Required Distributions While Living

Distribution of the Annuitant's entire interest under a Certificate must commence on the first day of April of the year following the year in which the Annuitant reaches age 70 1/2, or retires, whichever is later. To satisfy this distribution requirement, payments may be elected under Section 5, Section 6, or a combination of both. All distributions including distributions made pursuant to an election of a Payout Option shall be made in accordance with the requirements of Code Section 401(a)(9) and 457(d)(2) and applicable regulations thereunder including the minimum distribution incidental benefit rules. For purposes of calculating minimum required distributions, life expectancy will be determined in accordance with Code Section 401(a)(9) and applicable regulations thereunder.

B. Restrictions on Payments at Death

All elections for payments at death must meet the distribution requirements of the Code, applicable regulations, and the Plan.

Section 10 - Amendment and Disclaimer

A. Amendment

By accepting this contract, the Group Contract Holder gives us the right to amend the contract in order to include any future changes relating to this contract's remaining qualification for treatment as an annuity contract under the following:

- 1. The Code; and
- 2. IRS rulings, regulations, and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

B. Disclaimer

We will be under no obligation for any of the following:

- 1. To determine whether a Purchase Payment, distribution or transfer under the contract or any Certificate complies with the provisions, terms and conditions of each plan, if applicable, or with applicable law; or
- 2. For any tax penalties owed by any party resulting from failure to comply with the Code and IRS rulings, regulations, and requirements applicable to this contract.

Section 11 - Termination

A. Termination of Contract

This contract will end when the entire Withdrawal Value under all Certificates is withdrawn on or before the Start Date.

This contract may be terminated by us upon sixty (60) days written notice. Upon termination, no further Purchase Payments will be made or accepted on behalf of any Annuitant. Each Certificate will stay in force until terminated as shown in Section 11B.

B. Termination of Certificate

A Certificate under the contract will end on the earliest of the following:

- 1. When the entire Withdrawal Value is withdrawn on or before the Start Date; or
- 2. When the Certificate Value is paid in a lump sum as the Death Benefit before the Start Date.

In addition, if permitted by law, we reserve the right to terminate a Certificate if:

No Purchase Payments have been made under the Certificate on behalf of the Annuitant for a period of two (2) full consecutive years; and

Any annuity benefits under the Certificate on behalf of the Annuitant at the Start Date would be less than \$20 per month. In that situation, we will pay the current Certificate Value. When we terminate pursuant to this provision, we do not deduct any charges at withdrawal.

This payment may be made to:

- 1. You; or
- 2. Another entity sponsoring a Code Section 457 Plan.

Nonparticipating

ANNUITY PAYABLE AT START DATE FLEXIBLE PURCHASE PAYMENTS

NOTICE

To make Purchase Payments, make a claim, or exercise your rights under this contract, please write or call us at:

ReliaStar Life Insurance Company P.O. Box 5050 Minot, North Dakota 58702-5050

or

2000 21st Avenue NW Minot, North Dakota 58703-0890 (877) 884-5050

Please include your contract number in all correspondence.

RELIASTAR LIFE INSURANCE COMPANY

A Stock Company Minneapolis, Minnesota 55401

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

CERTIFICATE OF COVERAGE FOR GROUP FIXED DEFERRED ANNUITY CONTRACT

ReliaStar Life Insurance Company issues this Certificate of Coverage for the Annuitant shown below. The terms of coverage are shown in the Group Fixed Deferred Annuity Contract.

Group Contract Holder: [ABC Group Plan]

Annuitant: [John Doe] Annuitant's Age: [50]

Certificate Issue Date: [06/01/2012] Certificate Number: [12345]

The Annuitant may cancel this Certificate by giving written notice of cancellation to ReliaStar Life Insurance Company, PO Box 5050, Minot, ND 58702-5050 (Service Center), or to the agent from whom it was purchased and by returning the Certificate before midnight of the thirtieth (30th) day after the date the Certificate is received. The cancellation will be effective as of the Certificate Issue Date, and ReliaStar Life Insurance Company will refund the full amount of any Purchase Payments made on behalf of this Certificate to the Group Contract Holder.

[The contract is issued in connection with a deferred compensation plan sponsored by a tax-exempt organization under Code Section 457(b). This Certificate of Coverage is issued solely for the purpose of evidencing that an account has been established in the Annuitant's name under the contract. However, all rights in the contract rest with the Group Contract Holder, who is entitled to all amounts held under this contract, and Annuitant accounts are subject to the claims of the Group Contract Holder's general creditors.]

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Contract and Certificate were Flesched together.

Attachment:

AR Read Cert.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

The group annuity application form 15124 (11/08), to be used with this contract was previously approved by your Department on 01/12/09.

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attached are both the Actuarial and Reserve Memorandums.

Attachments:

QuaintaFlex II 162191-12 162192-12 (457) Actuarial Reserve Memo (generic).PDF

QuintaFlex II 162191-12 162192-12 (457) Actuarial Memo (generic).pdf

Item Status: Status

Date:

Satisfied - Item: Consumer Notice

Comments: Attachment:

12046 (AR) 100-97.pdf

Item Status: Status

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

Date:

Satisfied - Item: 19s10 Certification

Comments: Attachment:

AR Cert 19s10.pdf



Arkansas Insurance Department 1200 West Third Street Little Rock, AR 72201-1904

Attn: Life and Health Division

Re: ReliaStar Life Insurance Company

NAIC # 229-67105, FEIN #41-0451140

Contract Form No.: 162191-12 and 162192-12

ReliaStar Life Insurance Company hereby certifies that this filing complies with the requirements of Arkansas Stat. Ann. 23-80-201 through 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act, and achieves the Flesch reading ease test scores as follows:

Flesch Score

42.8

Form #'s 162191-12 and 162192-12

Patricia M. Smith

(Signature)

Assistant Secretary

(Title)

04-20-12

(Date)

Memo To Agent:

Please complete the form below and attach to the policy or contract when you deliver it to your contract holder. Arkansas law requires that you fill in the information requested below.				
NOTICE TO POLICYHOLDER:				
Your state law requires the following notice accompany your ReliaStar Life policy or contract:				
If you have a problem or concern with this policy, please contact your Agent or ReliaStar Life at the addresses and phone numbers listed below.				
If you do not receive satisfaction from your agent or the company, contact the Insurance Department listed below to the right:				
Name of the Agent Phone No. of Agent				
Address of Agent				

Arkansas Insurance Department 1200 West Third Little Rock, Arkansas 72201 1-800-852-5494

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

CARRIER: ReliaStar Life Insu	rance Company
FORM NUMBER(S)	FORM TITLE(S)
162191-12 162192-12	Group Fixed Deferred Annuity Contract Certificate
· · · · · · · · · · · · · · · · · · ·	nowledge and belief the above form submission complies with Rule blicable requirements for the State of Arkansas.
Patricia M. Smith	
Signature of Officer or Representative	
Patricia M. Smith Name	
Contract Manager Title and/or Business Affiliation	
04/20/2012 Date	

Filing Company: ReliaStar Life Insurance Company State Tracking Number:

Company Tracking Number: 162191-12

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: 162191-12

Project Name/Number:

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date: Schedule Schedule Item Name Replacement Attached Document(s)

Creation Date

03/01/2012 Supporting Flesch Certification 04/20/2012

Document